## AGREEMENT FOR SPLA/HOSTING LICENCES

THIS AGREEMENT (the "Agreement"), is made and entered into by and between Insight Enterprises Nederland BV a corporation with its principal offices and place of business located at Laan van Westenenk 144, 7336 AV Apeldoorn, The Netherlands (hereinafter referred to as "insight") and CB National a corporation with its principal offices and place of business located at Lisgors 13, 3271XA Mijnsheerenland (hereinafter referred to as the "Customer"), in accordance with the following terms and conditions.

## **WHEREAS**

- (A) Insight is a reseller of software licences and associated services.
- (B) The Customer has purchased or shall purchase SPLA / Hosting software licences from Insight

## THE PARTIES AGREE AS FOLLOWS:

- The Customer's purchase of the SPLA / Hosting software licenses shall be governed by Insight's
  Standard Terms and Conditions for the Supply of Products and Services ("Insight's Standard Terms and
  Conditions"). The Customer's use of the SPLA / Hosting software licences is subject to the Customer's
  acceptance of the Vendor's Licence Agreement.
- The terms and conditions of this Agreement shall also apply to the Customer's purchase of the SPLA / Hosting software licences. In the event of any conflict the terms and conditions of this Agreement shall prevail. For the avoidance of doubt, this Agreement shall not apply to Customer's purchase of VMware VSPP software licenses which, where purchased, are governed by separate agreement between insight and the Customer.
- 3. This Agreement shall commence on the date of signature and continue until the SPLA / Hosting software Licence Agreement terminates. Insight may terminate this Agreement on 30 days notice to the Customer. Insight may amend the terms and conditions of this Agreement on 60 days notice to the Customer in the event of a change in the SPLA/Hosting programme of a Vendor. The Customer will in that case have the opportunity to terminate this Agreement within 30 days, failing which the amendment of the terms and conditions of this Agreement is deemed to be accepted.
- 4. The Customer agrees that it shall provide monthly usage reports of its SPLA / Hosting software licence usage and any other reports required by Insight. Each report shall be due to Insight within ten calendar (10) days of the end of the preceding calendar month with the following minimum information:
  - a. Company name
  - b. Company invoice address
  - c. Company delivery address
  - d. Contact name
  - e. Contact phone
  - f. Contact e-mail address
  - g. PO reference
  - h. Month of reporting

The Customer shall also provide any additional information required by a particular Vendor and notified to Customer by Insight.

In the event that the Customer fails to provide a usage report in any given month, the Customer agrees to pay to Insight, as liquidated damages and not as a penalty, a sum equivalent to 10% of the reporting revenue from the prior month, subject to a minimum of €25.00, all without prejudice to Insight's right to recover the actual damages. The parties confirm that this sum represents a genuine pre-estimate of insight's loss.

In the event that the Customer does provide a monthly usage report to insight but falls to provide it by the 10<sup>th</sup> day of the relevant month, the Customer agrees to pay to insight, as liquidated damages and not as a penalty, a sum equivalent to 10% of the reporting revenue for that month, subject to a minimum of €25.00, all without prejudice to insight's right to recover the actual damages. The parties confirm that this sum represents a genuine pre-estimate of insight's loss.

5. The Customer agrees that in the event the License Agreement between the Customer and the Vendor is terminated by the Vendor due to the Customer's breach of the License Agreement, the Customer agrees to pay to insight, as liquidated damages and not as a penalty, the sum of €250.00, all without prejudice to insight's right to recover the actual damages. This fee covers insight's administrative costs related to the termination of the License Agreement and, where relevant, the administrative cost incurred by insight in re-activating the License Agreement. The parties confirm that this sum represents a genuine pre-estimate of insight's loss.

Notwithstanding this clause 5, any fees charged directly by the Vendor to the Customer shall remain payable by the Customer.

- 6. Insight provides the Customer with an online reporting service so the Customer can report its monthly usage online. If the Customer fails to use the online reporting service and the Customer's cumulative monthly reporting value is below €500.00, Insight shall charge a €25.00 administrative fee for processing the order manually. A manual zero usage report is considered a manual order. If the online reporting service is not available due to a reason caused by Insight (such as a technical issue in the Insight webshop), this fee will not be applied to the Customer.
- 7. The Customer acknowledges that insight may not be able to process the Customer's monthly orders where the Customer has failed to pay insight's invoices by their due date. The Customer agrees to pay insight's invoices in accordance with insight's Standard Terms and Conditions.
- 8. All capitalized terms defined in this Agreement shall have the same meaning ascribed to them in insight's Standard Terms and Conditions.

IN WITNESS HEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate on its behalf by its duly authorized representative.

Signed for and on behalf of CB National

In Mijnsheerenland, on 2013-10-22

Name: C.B. Pisuisse,

Position: Owner,

Signed for and on behalf of Insight Enterprises Nederland BV

In Aneldoorn on 1/P///S

Name F.Hoekstra

Position: Managing Director